

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION,

Court File No. 16-cv-1054 (WMW/TNL)

Plaintiff,

v.

FEDERAL INSURANCE COMPANY, an
Indiana corporation, and ACE
AMERICAN INSURANCE COMPANY, a
Pennsylvania corporation,

Defendants.

**DEFENDANTS' THIRD SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO FAIR ISAAC
CORPORATION**

In accordance with Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Federal Insurance Company and ACE American Insurance Company, request that Plaintiff Fair Isaac Corporation furnish responses to the following document requests within thirty (30) days of service. Defendants further request that the documents be produced on the 30th day following the date of service at Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402-1425.

DEFINITIONS

1. "Document" has the broadest meaning that can be ascribed to it pursuant to the Federal Rules of Civil Procedure. Among other things, "document" means the original and any non-identical copy of any written, printed, electronic, recorded, graphic or photographic matter or sound reproduction, however produced or reproduced, including, but not limited to, correspondence, telegrams, other written communications, contracts, agreements, diaries, memoranda, logs, notes, forms,



analyses, projections, work papers, calendar and tape recordings, prepared or received by you, or in your possession, custody or control, and/or whose identity, existence, and location are known by you. As used herein, “document” shall include things, and “thing” shall include documents.

2. “FICO,” “you,” or “your” means Plaintiff Fair Isaac Corporation, its employees, representatives, agents, attorneys, successors, predecessors, parent companies, subsidiaries, and any other persons or entities acting on its behalf or at its direction.

3. “Federal” means Federal Insurance Company and its operating division Chubb & Son.

4. “Work” and “Works” refers to the copyrighted works referenced in Paragraph 10 of the Complaint.

5. “Agreement” means the Software License and Maintenance Agreement between FICO and Federal.

DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 29: In his deposition, Thomas Caretta referenced “audit inquiries that may come about” in connection with software license agreements. (T. Caretta Depo. p. 23:13-16). Based on that reference, please produce all audit request documents relating to the Agreement.

REQUEST FOR PRODUCTION NO. 30: In his deposition, Thomas Caretta referenced “[l]egal requests” that FICO keeps records of. (T. Caretta Depo. p. 35-37).

Based on that reference, please produce all logs and records legal requests relating to the Agreement.

REQUEST FOR PRODUCTION NO. 31: All documents that evidence, refer or relate to the rules that were implemented in Blaze Advisor for Federal's use.

REQUEST FOR PRODUCTION NO. 32: All documents relating to FICO's pricing method for Blaze Advisor for the past eight (8) years.

REQUEST FOR PRODUCTION NO. 33: All documents that evidence, refer or relate to the criteria used by FICO in pricing Blaze Advisor.

REQUEST FOR PRODUCTION NO. 34: All documents that evidence, refer or relate to software license agreements between FICO and a third-party in which drafts of the software license agreement contained a territorial restriction, but the final version of the software license agreement did not have a territorial restriction.

REQUEST FOR PRODUCTION NO. 35: All documents that evidence, refer or relate to sales best practices manuals.

REQUEST FOR PRODUCTION NO. 36: All documents that evidence, refer or relate to compensation information for salespeople for the past eight (8) years.

REQUEST FOR PRODUCTION NO. 37: All documents that evidence, refer or relate to the creation of the standard contract language for software license agreements.

REQUEST FOR PRODUCTION NO. 38: All documents that evidence, refer or relate to the prices FICO charged all current and former clients over the past eight (8)

years for both Cloud-based software and on-premises software, including all calculation methods for pricing.

Dated: December 28, 2018

FREDRIKSON & BYRON, P.A.

/s/ Christopher D. Pham

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